



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

A. Job Offer Information

1. Job Title * Farm Workers							
2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment				
	25	20	3. First Date * 5/1/2023	4. Last Date * 7/15/2023			
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.						<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
40	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday
						a. 7 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
						b. 3 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information							
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 13 . 67		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 35		Incentive - Harvest cabbage, 50 lb. box (group rate of 8) Production standard of 24 boxes per hour. Guaranteed \$13.67 per hour.	
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
10. Frequency of Pay: * <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>							
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) See Addendum C							



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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures	
<input type="checkbox"/> b. Driver requirements		<input checked="" type="checkbox"/> g. Extensive pushing or pulling	
<input type="checkbox"/> c. Criminal background check		<input checked="" type="checkbox"/> h. Extensive sitting or walking	
<input checked="" type="checkbox"/> d. Drug screen		<input checked="" type="checkbox"/> i. Frequent stooping or bending over	
<input checked="" type="checkbox"/> e. Lifting requirement <u>50</u> lbs.		<input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
561 Roundtree Bridge Rd. (field and shed)			
2. City *	3. State *	4. Postal Code *	5. County *
Norman Park	Georgia	31771	Colquitt
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *			
None			
7. Is a completed Addendum B providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *			
561 Roundtree Bridge Rd., Units 1, 2, & 3			
2. City *	3. State *	4. Postal Code *	5. County *
Norman Park	Georgia	31771	Colquitt
6. Type of Housing (check only one) *		7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public		3	100
9. Identify the entity that determined the housing met all applicable standards: *			
<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) *			
See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

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E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer does not provide meals. Employer-owned housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services). Dining, kitchen/cooking facilities and other common areas are shared by all workers.

In the event that kitchen facilities become unavailable during the contract period, employer will provide three daily meals in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *

☐ **WILL NOT** charge workers for meals.

☒ **WILL** charge each worker for meals at \$ 15 . 46 per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *

(Please begin response on this form and use Addendum C if additional space is needed.)

Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employers place of employment. Travel reimbursements are based on the least-cost, economy-class common carrier rate.

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *

a. no less than

\$ 15 . 46

per day *

b. no more than

\$ 59 . 00

per day with receipts

G. Referral and Hiring Instructions

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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. *

(Please begin response on this form and use Addendum C if additional space is needed.)

See Addendum C

2. Telephone Number to Apply *
+1 (229) 324-8834

3. Extension §
N/A

4. Email Address to Apply *
tina@jrbakerproduce.com

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *

☒ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

- JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an *H-2A Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
- NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all places of employment for which the employer is requesting temporary agricultural labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
- HOUSING FOR WORKERS:** Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).
Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
- WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
- EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f), .210(d), or .302(c).



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6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.122(g). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. *Transportation to Place of Employment (Inbound)*

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. *Transportation from Place of Employment (Outbound)*

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).



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If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).
13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).
14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable



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to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).
16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**
- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(3)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.

1. Last (family) name * Lowery	2. First (given) name * Tina	3. Middle initial §
4. Title * Human Relations		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/23/2023
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Incentive - Pull corn	\$ 00 40	Piece Rate	Per 48 ear box (group rate of 8) Guaranteed \$13.67 per hour.
	Incentive - Tie and push down boxes of corn	\$ 00 05	Piece Rate	Per box Guaranteed \$13.67 per hour.
	Incentive - Harvest Napa cabbage	\$ 00 35	Piece Rate	Per 50 lb. box (group rate of 8) Guaranteed \$13.67 per hour.
	Incentive - Pack boxes of corn	\$ 00 40	Piece Rate	Per 48 ear box (group rate of 8) Guaranteed \$13.67 per hour.
	Incentive - Load boxes of corn	\$ 00 05	Piece Rate	Per box Guaranteed \$13.67 per hour.
	Incentive - Mule train driver, corn	\$ 00 02	Piece Rate	Per 48 ear box Guaranteed \$13.67 per hour.
	Incentive- Pack squash	\$ 00 40	Piece Rate	Per 1/2 bushel box. Production standard of 32 boxes per hour. Guaranteed \$13.67 per hour.
	Incentive - Harvest squash	\$ 01 25	Piece Rate	Per 10 gallon bucket. Production standard of 3 (10 gallon) buckets harvested per hour (equivalent or less than 5 (7.14) gallon buckets.) Guaranteed \$13.67 per hour.
	Incentive - Pick hard squash	\$ 00 50	Piece Rate	Per 10 gallon bucket Guaranteed \$13.67 per hour.
	Incentive - Pick summer squash	\$ 01 00	Piece Rate	Per 10 gallon bucket Guaranteed \$13.67 per hour.

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Incentive - Pack Napa cabbage	\$ 00 35	Piece Rate	Per 50 lb. box (group rate of 8) Production standard of 24 boxes. Guaranteed \$13.67 per hour.
	Incentive - Pick eggplant	\$ 00 50	Piece Rate	Per 10 gallon bucket. Guaranteed \$13.67 per hour.
	Incentive - Pack eggplant	\$ 00 50	Piece Rate	Per 1 1/9 bushel box. Guaranteed \$13.67 per hour.
	Incentive - Pick bell pepper	\$ 00 50	Piece Rate	Per 10 gallon bucket Guaranteed \$13.67 per hour.
	Incentive - Pack bell pepper	\$ 00 30	Piece Rate	Per 1 1/9 bushel box Guaranteed \$13.67 per hour.
	Incentive - Pack cabbage	\$ 00 35	Piece Rate	50 lb. box (group rate of 8) Production standard of 24 boxes packed per hour. Guaranteed \$13.67 per hour.
	Incentive- Make boxes for corn	\$ 00 05	Piece Rate	per box Guaranteed \$13.67 per hour.
	Transporting workers	\$ 13 67	Hour	Workers with a valid license and doctors' certificate may transport other workers in vehicles provided and insured by the employer and be offered additional hours.
		\$.		
		\$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J & R Baker Produce, Inc.	Woody Weeks Field: Cool-Springs Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Sumner N & S Fields: Cool-Springs Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Gradys Field: Cool-Springs Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Benny N & S Fields: Benny Baker Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Cason B side Grassfarm field: Ellenton- Norman Park Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Evans Field: Ellenton-Norman Park Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	GF in Front of Deputy Field: Ellenton-Norman Park Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Weeks Field: Ellenton-Norman Park Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	GF Behind the Deputy Field: Ellenton-Norman Park Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	GF Front of Shop Field: J R Suber Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J & R Baker Produce, Inc.	Omega Field: Elleton-Omega Rd Omega, Georgia 31775 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	RL Sears Field: RL Sears Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Weeks Place Field: CM Chaffin Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Packing Shed Field: Roundtree Bridge Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Across from Mamas Field: Ben Baker Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Rodneys House Field: 1850 DH Alderman Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Patterson Field: Henry Weeks Rd Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Beside Evans House Field Ben Baker Rd. Norman Park, Georgia 31771 COLQUITT		5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	37 Field Hwy 37 Moultrie, Georgia 91768 COLQUITT	31.67095 -83.635697	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Alvins N & S: Stanfill Rd. Moultrie, Georgia 31768 COLQUITT		5/1/2023	7/15/2023	20

D. Additional Housing Information

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C. Additional Place of Employment Information

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
J & R Baker Produce, Inc.	Booth Field: Ellenton-Norman Park Rd. Ellenton, Georgia 31747 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	County Line Field: Colquit County Line Rd. Omega, Georgia 31775 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Ellis May Rd. Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Gay N Field: GA-133 S Berlin, Georgia 31788 COLQUITT	31.03626, -83.58694	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Moore North Field: W.E. Hart Rd Berlin, Georgia 31722 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Moore South Field: W.E. Hart Rd. Berlin, Georgia 31722 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	McGee Place- Ellis May Rd. Norman Park, Georgia 31771 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Gay S Field: GA-133 S Berlin, Georgia 31788 COLQUITT	31.035649, -83.587882	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Little Field: Stanfill Rd Moultrie, Georgia 31788 COLQUITT	None	5/1/2023	7/15/2023	20
J & R Baker Produce, Inc.	Roberts Place: Mary L Hiers Rd Moultrie, Georgia 31788 COLQUITT	None	5/1/2023	7/15/2023	20

D. Additional Housing Information



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	2749 Cool Springs Rd. Norman Park, Georgia 31771 COLQUITT		1	5	<input checked="" type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input checked="" type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Plant, cultivate, harvest, grade and pack cabbage, napa cabbage, squash, hard squash, sweet corn, eggplant, green beans, broccoli, and bell peppers by hand. Plant, cultivate and harvest cotton and peanuts by machine. When harvesting sweet corn, workers will either be walking behind a moving trailer while pulling sweet corn off the stalk and tossing up into trays on the trailer; driving the mule train equipment; assembling boxes; packing corn into boxes; tying and pushing the packed boxes down the trailer; closing the lid of the packed boxes; or loading the boxes onto the back of the trailer. When harvesting cabbage and napa cabbage, workers will either be walking behind a moving trailer, bending and reaching while using a knife to cut at the base of the head of the mature cabbage and tossing it up into trays on the trailer; packing the cut cabbage into boxes on the trailer; pushing the packed boxes down rollers; or stacking and loading 50 lb. packed boxes. When harvesting squash, hard squash, eggplant, green beans, or bell pepper, workers will either be walking behind a moving trailer, bending and reaching while using a knife to cut the mature squash off the vine and placing them into 10-gallon buckets; packing the squash into boxes on the trailer; pushing the packed boxes down rollers; or stacking and loading boxes.</p> <p>Determine maturity level of produce quickly and consistently by color, feel, appearance and size and apply correct defect tolerance, handling and harvest standards as instructed by supervisor. Make sure that plants are picked clean of all produce of correct size and maturity according to supervisors' instructions being careful not to bruise or damage produce. Work in groups to harvest crops with agricultural equipment that is moving through the field along with workers while being careful not to damage crops. Clean, grade, sort, pack and stack produce by size, weight, color or condition, and count, check and load harvested products of up to 50 lbs. in fields or at the packing shed.</p> <p>Use hand tools such as shovels, hoes, tampers and knives. Pull weeds and apply herbicides, fertilizers and pesticides to crops. Till soil, lay and remove plastic and drip irrigation tape. Set up, operate, repair and maintain irrigation equipment. Clear and maintain irrigation ditches. Record information about crops, such as pesticide use, yields, or costs. Clean work areas. Minor activities may include: repairing fences or farm buildings; operating, repairing and maintaining farm vehicles, tractors, and/or tractor-drawn machinery to cultivate and harvest crops; and tending to cattle. Workers with a valid license and doctors' certificate may transport other workers in vehicles provided and insured by the employer and be offered additional hours. Assist with Good Agricultural Practices policies. Equal Opportunity Employer.</p> <p>Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Persons seeking employment in this position must be available for the entire period requested by the employer. All workers will be subject to a two-day introductory period during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker if the employer reasonably finds worker's performance during the introductory period to be unacceptable. Employer reserves the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but is unwilling to perform the work necessary for the employer to grow a premium quality product, or for any other lawful reason.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Employer will make all deductions required by law. Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet or other service(s) for worker's convenience and benefit. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law. Workers must obtain employer's permission to make personal long distance phone calls on employer's phone. Making a personal long distance phone call constitutes consent by the worker for employer to deduct the cost of such call from worker's pay. Worker must promptly confirm such authorization in writing.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Three months of verifiable farm work experience required. Equal Opportunity Employer. All positions identified in this job order are open to all applicants regardless of race, national origins or ethnicity. All persons are encouraged to apply. When the packing shed is in operation, packing shed positions are open to all applicants. Walk, bend, reach, push, lift, carry and load up to 50 lbs. repetitively. Work is outdoors in extremely hot and/or wet weather. Drug testing is conducted post-hire at the employer's expense and is not part of the interview process. Negative results are required before starting work.			

d. Job Offer Information 4

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Housing provided only to non-local workers (i.e. permanent residence outside normal commuting distance). Only workers may occupy housing. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law. If one has not already been performed at the time of this filing, the employer(s) request(s) an inspection of the listed housing.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>All referrals should be made directly to the employer. Information on referrals must include the full name, telephone number or e-mail address of the applicant, and the name of the job, or job order number. The order holding office is also asked to provide the employer with a generic application form, resume or other evidence that the worker meets the requirements in the job order. The order holding office is asked to provide all referrals with a copy of the clearance order or at a minimum, a summary of wages, working conditions, and other material specifications. In the event of an amendment to the date of need, the employer requests that the state employment service attempt to inform referred migrant workers of that change. If the employer fails to notify the order-holding office of a delay in the date of need at least 10 working days prior to the original date of need, the employer shall pay eligible workers referred through the clearance system that report for work and have made the required notice of availability to the job service office for the first week starting with the originally anticipated date of need. Failure by the worker to contact the local job service office or the order holding office to verify the date of need no sooner than 9 working days and no later than 5 working days prior to the original date of need in the job order will disqualify the referred migrant worker from the assurance provided in this section. Interested workers can contact the employer, Tina Lowery at: 229-324-8834.</p> <p>Please provide your full name, a callback number, the name of the job you are applying for, your mailing address or e-mail address, and how you heard about the job. In-person interviews may be available at the request of the applicant but are not required. The employer will review screening applications, resumes or other electronic self-referrals, conduct follow up telephone interviews and will consider the worker for the job based on the worker's qualifications. Standard office hours are Monday through Friday, 9:00a.m. - 5:00 p.m.</p> <p>To be eligible for employment, applicants must:</p> <ol style="list-style-type: none">1. Be able, willing, and available to perform the specified job duties for the duration of the contract period.2. Have been apprised of all material terms and conditions of employment.3. Agree to abide by all material terms and conditions of employment.4. Be legally authorized to work in the United States; AND5. Satisfy all minimum job requirements			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>For workers residing in employer-owned housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation. Employer provides, at no cost, incidental transportation between worksites.</p>			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * This organization encourages employees to voluntarily seek help with drug and alcohol problems. Covered Workers: Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to supervisors, full-time employees, part-time employees and off-site employees. Applicability: Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby and while on organization property. Prohibited Behavior: It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants. Notification of Convictions: Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate. Searches: Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and workstations and vehicles and equipment. Drug Testing: To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody. All drug-testing information will be maintained in separate confidential records. Each employee will be required to participate in post hire- pre-duty and random testing upon selection or request of management. The substances that will be tested for are Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene. Testing for the presence of alcohol will be conducted by analysis of breath and blood. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine and blood. Any employee who tests positive will be terminated immediately. An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test. Consequences: One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious. In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn and he/she will no longer be able to submit any applications/referrals for employment with J & R Baker Produce, Inc.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
3. Details of Material Term or Condition (up to 3,500 characters) * Requests for accommodation and all information concerning the medical condition of employees and applicants will be maintained confidential to the greatest extent possible and consistent with J & R Baker Produce, Inc's legal obligations. J & R Baker Produce, Inc is also committed to not discriminate against any qualified employee or applicant because he/she has a record of disability or because he/she is related to or associated with a person with a disability. Any person, whether or not disabled, who has any question, comment or concern regarding J & R Baker Produce, Inc's practices with respect to persons with disabilities should contact Tina Lowery at 229-324-8834 or come by the office. Employer may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. Worker must report to work at designated time and place each day. Daily or weekly work schedule may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employer will notify workers of any change to start time. Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season. Workers may be assigned a variety of duties in any given day and different tasks on different days. TERMINATION. All workers will be subject to a two-day introductory period, during which the employer will evaluate workers' performance of required tasks. Employer reserves the right to terminate a worker at the conclusion of the introductory period if the worker's performance fails to satisfy the employer's reasonable expectations or is otherwise unacceptable. Employer may terminate a worker for lawful job-related reasons, including but not limited to situations in which the worker: (1) Is repeatedly absent or tardy; (2) malingers or otherwise refuses, without cause, to perform the work as directed; (3) commits act(s) of misconduct or repeatedly violates the Work Rules; and/or (4) fails, after completing the two day introductory period, to perform work in a competent and skillful manner, consistent with the employer's reasonable expectations. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period. Job abandonment will be deemed to occur after five consecutive workdays of unexcused absences. Workers may not report for work under the influence of alcohol or drugs. Possession or use of illegal drugs or alcohol on company premises is prohibited and will be cause for immediate termination. Regardless of whether the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Some examples include, but are not limited to: suggesting, explicitly or implicitly, that an employee's or applicant's response to a sexual advance or request for sexual favor will or may affect the terms or conditions of his/her employment; sexual flirtations, propositions, requests or demands for sexual favors; unwelcome advances or touching; graphic or suggestive comments about an individual's dress or body; the display in the workplace of sexually suggestive objects, pictures and photographs; and other verbal, physical or visual conduct of a sexual nature or based on sex. Any employee who is determined to have violated this policy against harassment may be subject to disciplinary action, up to and including termination.</p> <p>Retaliation: J & R Baker Produce, Inc prohibits retaliation or harassment of any kind by any person, managerial or non-managerial, against any person who files a complaint of discrimination, including harassment, or who participates in an investigation relating to a complaint of discrimination, including harassment. Any person who is determined to have engaged in any retaliatory or harassing conduct will be subject to disciplinary action, up to and including termination. Any individual who believes that he or she has been subjected to retaliatory conduct should notify J & R Baker Produce, Inc office manager immediately.</p> <p>Reporting procedures for Discrimination/Harassment: Any Employee who believes unlawful discrimination, including, but not limited to, harassment has taken place by another employee, a supervisor, supplier, client, customer, vendor, or any other person with whom the employee has contact as a result of their employment, should immediately report the matter, either orally or in writing, as set forth below. Step 1: Contact your direct supervisor. The Company will promptly investigate the complaint and take appropriate action if harassment or other discrimination is determined to have occurred. Any employee who is not satisfied with the result of the investigation, or any employee who is not comfortable contacting their direct supervisor, may immediately follow step 2. Step 2: Contact the Company's Office Manager, Tina Lowery at 229-324-8834, or her successor. Any employee who is not satisfied with the results of the investigation after contacting the Office Manager may contact Jerod Baker.</p> <p>The Company will maintain the confidentiality of complaints and information provided in the course of an investigation to the extent possible. However, complete confidentiality cannot be guaranteed.</p> <p>Any employee who refuses or fails to cooperate in an investigation into possible discrimination, including harassment, will be subject to discipline, up to and including discharge. Any employee who makes a knowingly false complaint of discrimination, including harassment, or who provides knowingly false information in an investigation into possible discrimination, including harassment, will be subject to discipline, up to and including termination.</p> <p>DRUG-FREE WORKPLACE POLICY: Purpose and Goal: J & R Baker Produce, Inc is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Additional Job Duties
<p>3. Details of Material Term or Condition (up to 3,500 characters) * If an employee violates the policy, he or she will be terminated from employment and will no longer be able eligible for re-hire with J & R Baker Produce, Inc.</p> <p>Assistance: J & R Baker Produce, Inc recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy: Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.</p> <p>Confidentiality: All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.</p> <p>Shared Responsibility: A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs. In addition, employees are encouraged to: Be concerned about working in a safe environment. Report dangerous behavior to their supervisor. It is the supervisor's responsibility to: Inform employees of the drug-free workplace policy. Observe employee performance. Clearly state consequences of policy violations.</p> <p>Communication: Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program: All employees will receive a written copy of the policy. The policy will be reviewed with newly hired employees. The policy and assistance programs will be reviewed at safety meetings.</p> <p>POLICY ON INDIVIDUALS WITH DISABILITIES: J & R Baker Produce, Inc is committed to complying fully with the Americans with Disabilities Act (AADA@) and ensuring equal opportunity in employment for qualified individuals with disabilities. J & R Baker Produce, Inc provides qualified individuals with disabilities with the same terms, conditions and benefits of employment, including, but not limited to, equal compensation, job assignments, job classifications and promotions as it provides to other employees. All employees are evaluated using the same performance standards and policies with regard to performance, attendance, quality and quantity of work, dependability and other evaluation criteria. Additionally, upon request J & R Baker Produce, Inc provides reasonable accommodations to qualified disabled employees and applicants for employment to the full extent required by law. If you are in need of a reasonable accommodation in order to obtain an equal employment opportunity with J & R Baker Produce, Inc, you should tell Tina Lowery the nature of the difficulty you are having, what you believe is needed and why. Do not assume that we will know of your need for an accommodation. Unless you tell us, we will not know, and we will not be able to provide you with an accommodation.</p>			

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k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Receiving Mail
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may receive personal mail at: 551 Roundtree Bridge Rd., Norman Park, GA 31771			

l. Job Offer Information 12

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Transportation Plan - Inbound/Outbound
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * J & R Baker Produce, Inc. will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (vans, buses) transportation charges for the distances involved. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Information
3. Details of Material Term or Condition (up to 3,500 characters) * Daily transportation via: White Ford Van- 8 total capacity Blue Ford Van- 8 total capacity BlueBird bus- 44 total capacity International bus- 44 total capacity 2020 Ford F-350- 5 total capacity 2014 Chevy 2500- 3 total capacity 2021 Ford F-350- 5 total capacity is provided and will be utilized to transport workers from the housing to the worksites and from the worksites to housing. The schedule is as follows: Workers will be picked up at their housing location and transported to the worksite to arrive between 7:00 a.m. and 7:30 a.m. Workers will be picked up from the worksite between 3:00 p.m. and 3:30 p.m. and transported to their housing location. Start and end times vary and are dependent on time of year and temperature. Vehicles utilized to transport workers are covered under J & R Baker Produce, Inc's vehicle insurance policy which includes property damage insurance. For workers residing in employer-provided housing, employer provides, at no cost to workers, daily transportation to and from the worksite. Use of employer-provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer-provided housing. Local workers and workers who decline employer-provided housing are responsible for own daily transportation. For workers residing in employer-provided housing, employer also provides free transportation once per week to/from closest town or city for personal errands (e.g., groceries, banking services).			

n. Job Offer Information 14

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Deductions
3. Details of Material Term or Condition (up to 3,500 characters) * Workers may be subject to disciplinary action for failing to obtain employers permission for a personal long-distance call or to repay the cost of such call within a reasonable time. Employer may charge worker reasonable repair costs for damage to housing beyond normal wear and tear, if worker is found to have been responsible for such damage. Employer may charge worker for reasonable cost of damages to property and/or replacement of tools and/or equipment if such damage is found to have been the result of workers willful misconduct or gross negligence. If the employer receives a fine for acts committed by a worker on the road while driving an employer provided vehicle or equipment and he or she is at fault, the fine amount will be deducted from the employees' wages when expressly authorized by the worker in writing. No arrangements have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. Employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate. Failure to contact the respective SWA office within the timeframe shall disqualify any applicant from the assurances set forth therein. Raises and/or bonuses may be offered to any seasonal worker employed pursuant to this job order, at the company's sole discretion, based on individual factors including work performance, skill, and tenure. All work is compensated at the hourly rate specified in the job order except for any specified piece rates. No piece rate compensation will be lower than the prevailing piece rates in the area of intended employment. The employer may, in its sole discretion, raise or suspend the piece rate scheme in favor of hourly pay at the applicable H-2A hourly rate. Work performed under the contract is exempt from federal overtime pay requirements under the Fair Labor Standards Act (FLSA).			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Additional Pay Deductions
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers should be able to do the work required with or without reasonable accommodations. All terms and conditions included in the job order will apply equally to all seasonal workers (U.S. and foreign H-2A), employed in the occupation described in this job order. Employer will advise all foreign H-2A workers of their responsibility to depart the United States upon separation of employment or completion of the H-2A contract period, unless the workers obtains an extension of status.			

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Workers' Compensation Insurance
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers Compensation Insurance is provided by AgriTrust of Georgia. contract Tina Lowery at 229-324-8834 within 24 of an accident.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (up to 3,500 characters) * Unless paid in advance, employer reimburses inbound travel costs with pay for the first workweek to the extent that workers out-of-pocket expenses reduce earnings below FLSA minimum wage; remainder of travel costs reimbursed upon completion of 50% of the contract period or earlier. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate. J & R Baker Produce, Inc. will permit workers to select any means of transportation they choose and reimburse workers at no less than the most economical and reasonable common carrier (vans, buses) transportation charges for the distances involved. Employer pays/reimburses foreign workers for all visa-related costs (excluding passport fees) in the first workweek. For non-commuting workers, employer pays/reimburses reasonable travel costs (transportation, daily subsistence, and lodging if applicable) from the place worker departed to the employer's place of employment. Employer provides or pays outbound travel costs to workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause. Travel reimbursements are based on the least-cost, economy-class common carrier rate.			

r. Job Offer Information 18

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (up to 3,500 characters) *			

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